

Panaji, 30th July, 2009 (Sravana 8, 1931)

SERIES II No. 18

OFFICIAL GAZETTE

GOVERNMENT OF GOA



GOVERNMENT OF GOA

Department of Animal Husbandry & Veterinary Services

Directorate of Animal Husbandry & Veterinary Services

Order

No. 2/77/AH/(Part)/09-10/1624

Government is pleased to order the transfers and posting of the following officers in the Directorate of Animal Husbandry & Veterinary Services, Panaji with immediate effect and in public interest.

Sr. No.	Name & designation	Place of present posting	Place of transfer
1	2	3	4
1.	Dr. Salvador Vaz, Assistant Director	Veterinary Hospital Sonsodo	Veterinary Hospital Ponda with Additional charge of STC, Curti, Ponda.
2.	Dr. R. H. Prabhugaonkar, Veterinary Officer	Veterinary Dispensary Cuncolim	Veterinary Hospital Sonsodo & DDO South Additional charge.
3.	Dr. G. Pinto, Veterinary Officer	Veterinary Hospital Tonca	Veterinary Dispensary Calangute.
4.	Dr. (Mrs.) V. Kumar, Veterinary Officer	Veterinary Dispensary Calangute	Veterinary Hospital Tonca.
5.	Dr. Narendra Naik, Veterinary Officer	Veterinary Dispensary Valpoi	Veterinary Dispensary Gawane Additional Charge.

1	2	3	4
6.	Dr. Mohan Umarye, Veterinary Officer	Veterinary Dispensary Mollem	Veterinary Dispensary Shiroda Additional Charge.

The Officers on transfer should join their new place of posting immediately and no leave of any kind shall be entertained during the transfer period.

By order and in the name of the Governor of Goa.

Dr. H. Faleiro, Director (AH) & ex officio Joint Secretary.

Panaji, 17th July, 2009.



Department of Education, Art & Culture

Directorate of Technical Education

Order

No. 11/4/69/08/AVY/DTE/Part-II/1069

Read: 1) Memorandum No. DTE/ADC/11/1/43/2008/815 dated 20-6-2008.

2) Order No. DTE/ADC/11/1/41/2007/1236 dated 5-8-2008.

3) Order No. 7/5/1/92-PER(Vol.I)Pt. dated 17-7-2009.

Approval of the Government is hereby conveyed for acceptance of the resignation of services of Dr. A. V. Yadav, Professor in Pharmaceutics of Goa College of Pharmacy, Panaji. He shall be relieved w.e.f. the date he hands over the additional charge of the Principal to Shri M. G. Pai, Assistant Professor, Goa College of Pharmacy, Panaji vide

Government order No. 7/5/92-PER(Vol.I)Pt. dated 17-7-2009.

By order and in the name of the Governor of Goa.

Vivek B. Kamat, Director of Technical Education & ex officio Addl. Secretary.

Porvorim, 17th July, 2009.

Directorate of Art & Culture

Order

Ref No. NO.DAC/7/KA/Gen-Council/2009/
(PF)/1165

In exercise of the powers conferred by clause (9) (vii) of the Constitution of the Kala Academy, Panaji Goa, the Government of Goa hereby appoints the following Members as nominees on the General Council of Kala Academy-Goa with immediate effect.

- 1 Dr. Francisco Colaco, Near Holy Spirit Church, Margao-Goa.
2. Adv. Uday Bhembre, Margao-Goa.
3. Shri Paresh Joshi, Vasco-Goa.
4. Smt. Pafulla Dahanukar, Mumbai.
5. Prof. Harishchandra Nagvenkar, Comba, Margao-Goa.

This supersedes all earlier orders.

By order and in the name of the Governor of Goa.

Prasad Lolayekar, Director of Art & Culture and ex officio Jt. Secretary.

Panaji, 13th June, 2009.

Department of Information and Publicity

Order

No. DI/INF/35/4/2005-GAD-III/09/1916

Governor of Goa is pleased to designate Under Secretary (GA) and Joint Secretary (GA) as Public Information Officer and Appellate Authority respectively for the Office of Chief Minister and all

the Ministers for the purpose of clause 5 of the Right to Information Act, 2005.

By order and in the name of the Governor of Goa.

Menino Peres, Director, Information & Publicity & ex officio Joint Secretary.

Panaji, 22nd July, 2009.

Department of Labour

Notification

No. 28/1/2009-LAB/938

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa on 12-05-2009 in reference No. IT/04/2008 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 9th June, 2009.

IN THE LABOUR COURT – II
GOVERNMENT OF GOA
AT PANAJI

(Before Shri Suresh N. Narulkar, Hon'ble
Presiding Officer)

Case No. Ref. IT/04/08

Shri Vishant Phadte,
House No. 722,
Badem, Chapora, Anjuna,
Bardez-Goa.

... Workman/Party I

V/s

M/s. Andrew Telecommuni-
cation India Pvt. Ltd.,
Plot No. 76,
Pilerne Industrial Estate,
Pilerne, Bardez-Goa.

... Employer/Party II

Party I/Workman present in person.

Party II/Employer is represented by Adv. U. K. Joshi.

Panaji, dated: 12-05-2009.

AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa by Order dated Nil February, 2008 bearing No. 28/35/2007-LAB/241 referred the following dispute for adjudication to the Industrial Tribunal of Goa.

SCHEDULE

“(1) Whether the action of the Management of M/s. Andrew Telecommunication India Pvt. Ltd., Pilerne, Bardez-Goa, in terminating the services of Shri Vishant Phadte, Re-Roll Operator, with effect from 17-04-2007 is legal and justified?

(2) If not, to what relief the workman is entitled?”

2. On receipt of the reference, a case was registered under No. IT/04/08 and registered A/D notice was issued to the parties. In pursuance to the said notice, the parties put in their appearance. The Party I (for short ‘workman’) filed its statement of claim at Exhibit 7. The facts of the case in brief as pleaded by the workman are that the Employer/Party II (for short “Employer”) is a Multi-National Company and has its own Chairman, Managing Director and the Board of Directors. He stated that the Employer has factories situated all over the world and is one of the leading company in supplying and manufacturing the telephone equipments. He stated that he joined the Employer Company at the factory situated at Pilerne Industrial Estate, Pilerne, Bardez-Goa on 03-04-2005 as “Re-Roll Operator” and continued to work in this factory up to the year January, 2007. He stated that somewhere in the month of February, 2007 he was shifted to another factory situated at Plot No. N-2, Phase-IV, Verna Industrial Estate, Verna, Salcete-Goa and he continued to work at Verna factory till the time his services were terminated. He stated that at present the employer factory is operational at Plot No. N-2, Phase-IV, Verna Industrial Estate, Verna, Salcete-Goa. He stated that on 14-10-2006 he was issued a ‘Letter of Probation’ stating that he is employed on probation for the period of 6 months. He stated that he accepted the ‘Letter of Probation’ as he was in dire need of employment and acceptance of ‘Probationary Letter’ was a compromise as he had no choice either to accept the same or leave the services as he was threatened by the employer that if he does not

accept the letter of probation his services would be terminated. He stated that the Employer has deliberately issued to him a ‘Letter of Probation’ as an after thought to deny him the benefits as given to the other permanent workman and to deny him the benefits of various other statutory beneficial legislations. He submitted that since he had already completed 240 days of continuous service, he was the permanent workman of the Employer. He stated that after the issuance of the ‘Probationary Letter’, he has successfully completed the period mentioned in the said Probation Letter. He stated that on successfully completion of probation period, he was issued a letter stating that he had shown negligence and carelessness in the daily work resulting in loss of productivity for the company as well as for the vendor. He stated that the aforesaid letter clearly proves that the workman was issued the said letter for certain acts of misconduct and the termination of his services w.e.f. 17-04-2007 is on account of the above acts of misconducts. He submitted that whenever any misconducts are levelled against the workman, it is mandatory for the management to conduct a disciplinary enquiry before taking any drastic steps such as termination of the services. He stated that no such enquiry or any investigation has been carried out and as such the termination of his services is patently illegal, unjustified and bad in law and he is entitled for reinstatement with full back wages and continuity in services. He stated that the ‘Probationary Letter’ issued to him was a mere eyewash and was to deny him the benefits of regular and confirmed employment. He stated that he was carrying out his day-to-day work alongwith other confirmed employees and was also performing overtime duties alongwith other permanent workman and was also paid overtime allowances alongwith other workmen. He submitted that the termination of his services smacks of malafides. He stated that immediately after the termination of his services raised an Industrial Dispute before the Deputy Labour Commissioner, Government of Goa, which ended in failure due to negligent and adamant attitude of the employer. He stated that the present termination letter casts stigma on his character and same will haunt him for the rest of his life and as such the termination is patently illegal, unjustified and bad-in-law. He stated that presently he is unemployed and does not have any source of income. He stated that the employer has recruited new workman in his place.

3. The employer filed their written statement at Exhibit 9 denying the claim of the workman.

The employer stated that the termination of the workman on 17-04-2007 is a simple termination on completion of probation period for non satisfactory performance during the probation period cannot be considered to be illegal by any stretch of imagination and it is perfectly legal and proper. The employer stated that no stigma is cast upon the workman. The employer submitted that the services of the workman were not terminated for any act of misconduct, therefore question of conducting any enquiry does not arise at all. The employer submitted that the termination of services of the workman is perfectly legal, proper and within the rights of the employment. The employer submitted that the reference is based on incorrect and improper submission of the workman, hence liable to be dismissed in limini. The employer stated that the workman submitted his hand written application requesting the employer to appoint him in the service and filled in the blank application form of the company giving personal details in his own handwriting which is as per the joining formalities of the Company. The employer stated that they appointed him in the services w.e.f. 18-10-2006 on a probation of 6 months. They stated that the workman accepted their appointment letter and worked in terms thereof. The employer stated that at no point of time during the employment the workman ever made any complaint, grievance, demand or issue about his alleged claim of employment with the company for earlier period. The employer stated that it entered into legal and proper contract with Eagle Industrial Services Pvt. Ltd., dated 23-12-2004 for the period 01-01-2005 to 31-12-2005 and subsequently it was renewed with an agreement dated 21-12-2005 for the period 01-01-2006 to 31-12-2006 to provide manpower to carry out certain jobs in the Employer's Company. The employer stated that the said contractor had deployed manpower in the Employers Company to carry out the job as per the terms of contract. The employer stated that the contractor informed him that the workman was one of the employee of the said contractor, who was deployed to carryout the work as per the terms of contract. The employer stated that there was no employer-employee relationship between the workman and the employer Company from 03-04-2005 to 14-10-2006. The employer stated that the workman joined the employer Company in Pilerne Industrial Estate on 18-10-2006 and subsequently in December, 2006 the Company re-located manufacturing facilities at the new plant located at Plot No. N2, Phase IV, Verna Industrial Estate in a phased manner. The

employer stated that the appointment of the workman was made as per the certified standing orders of the Company.

4. Thereafter the workman filed re-joinder at Exhibit 13 denying the case of the employer as pleaded in the written statement.

5. On the basis of pleadings filed by the respective parties, this court framed the following issues:

1. Whether the Workman/Party I proves that he was employed with the Employer/ /Party II w. e. f. 03-04-2005 continuously till the date of his termination on 17-04-2007?
2. Whether the Workman/Party I proves that the action of the Employer/Party II in terminating the services w. e. f. 17-04-2007 is illegal and unjustified?
3. Whether the Employer/Party II proves that there was no Employer-Employee relationship between himself and Workman/Party I for the period starting from 03-04-2005 to 14-10-2006?
4. Whether the Workman/Party I proves that he is entitled for any relief?
5. What award?

Thereafter the case was fixed for evidence of the workman. The workman on 28-04-2009 remained present in person and filed an application stating that he does not wish to persue his case before this Court and that he has also informed his Adv., Shri Suhas Naik about the withdrawal of the present case. The workman therefore, prayed for passing of necessary order. No objection is also given by the Ld. Adv., Shri U. K. Joshi appearing for the employer to withdraw the present case.

I have carefully gone through the records of the present case which is available with me. I have also explained to the workman during the course of hearing that in case, he withdrew the present case, he will not be entitled to any relief.

The workmen alleged that the employer have terminated his services and the validity of the Termination Order was challenged by the workman by raising an Industrial Dispute. The State Government at the instance of the workman referred the dispute for adjudication to the Labour Court.

It was thus incumbent for the workman to appear and substantiate his allegation that the

termination was not valid or legal. The proceedings before the Labour Court or Industrial Tribunal are judicial in nature, even though the Indian Evidence Act does not apply to the proceedings, but principles underlying the said Act are applicable to the proceedings before the Labour Court. In a judicial proceedings if no evidence is produced, the party challenging the validity of the order must fail. It is well settled law that if a party challenges the legality of an order, the burden lies upon him to prove illegality of the order and if no evidence is produced, the Party invoking jurisdiction of the Court must fail. Whenever the workman raises a dispute challenging the validity of the termination of services, it is imperative for him to file claim statement before the Labour Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or to file claim statement or produce evidence, the dispute referred by the State Government cannot be answered in favour of the workman and he would not be entitled to any relief. In this case the Government of Goa has referred dispute to the Labour Court-II at the instance of the aggrieved workman, i.e. the Party I. Burden lies on the Party I to set out the grounds challenging the validity of Termination Order and to prove that the Termination Order is illegal. In the present case, the workman, filed his claim statement thereby set out grounds challenging his Termination Order. The employer also filed his written statement resisting the claim of the workman. The workman also filed his re-joinder denying the case of the employer and reiterated his claim. Thereafter based on the pleadings of the respective parties this Court has framed the issues and the case was fixed for evidence of the workman. At this stage, the workman desires to withdraw the present case by stating that he does not wish to pursue the present case and hence there is no material before this Court for recording a finding as to the status of the workman or examining whether the Order of Termination passed by the Party II employer is illegal, unjustified and bad in law. As the workman has not led any evidence to substantiate his claim it cannot be said that the Order of Termination is illegal, unjustified and bad in law. With this I proceed to adjudicate the dispute by passing order as follows:

ORDER

1. It is held that the action of the Management of M/s. Andrew Telecommunication India Pvt. Ltd., Pilerne, Bardez-Goa in terminating the services of Shri Vishant Phadte, "Re-Roll

Operator", with effect from 17-04-2007 is legal and justified.

2. It is hereby held that the workman is not entitled to any relief claimed by him.
3. No order as to costs.
4. The award be submitted to the Government of Goa as per provisions contained in Section 15 of the Industrial Disputes Act, 1947.

Sd/-
(Suresh N. Narulkar),
Presiding Officer,
Labour Court-II.

Notification

No. 28/1/2009-LAB/938

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa on 04-05-2009 in reference No. IT/96/2007 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 9th June, 2009.

IN THE LABOUR COURT-II
GOVERNMENT OF GOA
AT PANAJI

(Before Shri Suresh N. Narulkar, Hon'ble
Presiding Officer)

Case No. Ref. IT/96/07

Shri Ramrai Mandrekar,
House No. 233,
Bella Vista, Sangolda,
Bardez-Goa.

... Workman/Party I

V/s

M/s. Beira Mar Alfran Resorts,
Baga Road, Sauntawado,
Calangute, Bardez-Goa.

... Employer/Party II

Party I/Workman is represented by Adv., Shri Suhas Naik.

Party II/Employer is marked as Ex-Parte.

Panaji, dated: 04-05-2009.

AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa by Order dated 27th September, 2007 bearing No. 28/38/2007-LAB/902 referred the following Disputes for adjudication to the Industrial Tribunal of Goa.

SCHEDULE

“(1) Whether the action of the Management of M/s. Beira Mar Alfran Resorts, Baga Road, Sauntawado, Calangute, Bardez-Goa in refusing employment to Shri Ramrai Mandrekar, House Keeping Supervisor, with effect from 01-06-2004, is legal and justified?”

(2) If not, to what relief the workman is entitled?”

2. On receipt of the reference, a case was registered under No. IT/96/07 and registered A/D notice was issued to the Parties. In pursuance to the said notice, the parties put in their appearance. The Party I (for short ‘Workman’), filed his statement of claim. The facts of the case in brief as pleaded by the workman are that the Party II (for short ‘Employer’) is a Hotel Industry which caters to the needs of Indian as well as foreign tourists by providing the room services and restaurant facilities by charging certain tariffs. He stated that the employer Hotel also employs many workmen and staff employees for the purpose of providing efficient service to the visiting tourists. He stated that he was employed with the employer as a ‘Bell Boy’ and due to his hard and dedicated service was rewarded with the post of ‘House-Keeping Supervisor’. He stated that as an ‘House-Keeping Supervisor’, he was performing the job of collecting the bed sheets, towels from the different rooms of the Hotel and replacing it with clean bed sheets and towels which duties were performed by him alongwith the help of other workmen. He stated that he was also responsible for keeping the rooms, toilets and bathrooms clean and neat. The entire job was supervised and controlled by the Resort Manager of the employer. He stated that his last drawn salary was Rs. 1,600/- p.m. He stated that from September, 1996 till 18-09-2000, he worked with the employer’s aforesaid Hotel as a ‘Bell Boy’ continuously without any break in service. He stated that on 18-09-2000 the employer through Manager, Mr. Vincent D’Souza forced him to sign the contract letter which was refused by him. He stated that the said

Manager threatened him that his services would be terminated. He stated that he therefore under threat, force, duress and coercion signed the said contract letter which was prepared by the employer. He stated that the contract letter which was signed after 18-09-2000 is a mere pretence to show that he is on contractual employment and not in regular service. He stated that infact from September, 1996 till 18-09-2000, he was in continuous service with the employers aforesaid Hotel without any break in service and has completed more than 240 days of continuous service and as such terminating his services w.e.f. 01-06-2004 without following the provisions of Section 25(F) of the Industrial Disputes Act, 1947 is illegal and unjust and bad in law. He stated that on 01-06-2004 when he had gone for his regular work, the Manager, Mr. Vincent D’Souza informed that there is no work available for him and that the intimation would be sent to him to join for work as soon as work is available. He stated that thereafter, he never received any intimation from the employer to resume for work and hence he tried to contact the Management. He stated that his request for providing him work was disallowed. He stated that on 29-09-2004 he raised an Industrial Dispute before the Office of Assistant Labour Commissioner, Mapusa Goa demanding immediate re-instatement, with full back wages and continuity in service. He stated that the said Industrial Dispute taken in conciliation by the Assistant Labour Commissioner, Mapusa, however ended in its failure. He stated that after refusal of employment, the employer has recruited new workers in his place as ‘House Keeping Supervisors’ and the said Hotel has operated in full swing. He stated that he is presently unemployed and does not have any source of income and is entitled to immediate re-instatement with full back wages. He stated that the termination of his services is an act of hire & fire which is not permissible in any decent society. He therefore prayed that he be reinstated in service with full back wages, continuity in service and all other consequential benefits.

3. The employer filed his written statement at Exhibit 11 denying the claim of the workman. The employer stated that the workman was engaged as ‘Floor Supervisor’ and that too purely on temporary basis. The employer stated that the workman has signed a contract letter without any threat, force, duress and coercion after getting it read. The employer stated that at no point of time the workman has approached Mr. Vincent D’Souza regarding job purpose. The employer stated that

the workman was engaged only on purely temporary basis and his work was seasonal as per the contract terms. The employer therefore prayed for dismissal of the claim of the workman.

4. Thereafter the workman filed his re-joinder at Exhibit 12 denying the case of the employer as pleaded in their written statement.

On the basis of the pleadings filed by the respective parties, this court framed the following issues:

1. Whether the Workman/Party I proves that he was employed with Party II since September, 1996 till 01-06-2004 continuously without any break in service?
2. Whether the Workman/Party I proves that the action of the Employer/Party II in terminating the services w.e.f. 01-06-2004 is illegal & unjustified?
3. Whether the Employer/Party II proves that the Workman/Party I was employed as 'Floor Supervisor' purely on temporary basis?
4. Whether the Employer/Party II proves that the Party I signed the contract letter without any threat, duress and coercion?
5. Whether the Workman/Party I proves that he is entitled for any relief?
6. What Award?

My findings to the aforesaid issues are as under:

- Issue No. 1 : In the affirmative.
 Issue No. 2 : In the affirmative.
 Issue No. 3 : In the negative.
 Issue No. 4 : In the negative.
 Issue No. 5 : As per final order.

REASONS

Issue No. 1: The workman in his statement of claim filed in the present proceeding averred that he was employed with the employer since September, 1996 till 01-06-2004 continuously without any break in service. The said pleadings of the workman has been denied by the employer by filing their written statement at Exhibit 11. This Hon'ble Court therefore, fixed the burden to prove the aforesaid fact on the workman.

The workman in order to prove the aforesaid fact, produced on records his Identity Card (Exhibit W/1) & Certificate of Employment dated

02-11-1998 (Exhibit W/2) both issued by the employer. On careful perusal of the said certificate of employment dated 02-11-1998 issued by the employer (Exhibit W/2), clearly reveals that the workman was employed with the employer in the Front Office Section as a "Bell Boy" from September, 1996 to May, 1998 and was obedient, regular in attendance and carried out the duties to the best of his ability and full satisfaction of his superior. Therefore, it is crystal clear that the workman was employed with the employer at least for the aforesaid period starting from September, 1996 till May, 1998. The workman also examined himself by filing his affidavit-in-evidence. In his affidavit-in-evidence, the workman clearly and categorically deposed that he was working with the employer from September, 1996 to 18 September, 2000 as a "Bell Boy" continuously without any break in service, and has completed more than 240 days of continuous service. He also deposed that on 18-09-2000, the employer through his Manager, Mr. Vincent D'Souza forced him to sign the contract letter which was refused by him and that the said Manager threatened him that his services would be terminated and hearing the threat of termination of services, he under the fear of threats, force, coercion signed the said contract letter which was prepared by the employer. He also deposed that the said contract letter is the mere pretence to show that he was on contractual employment and not in regular service. The aforesaid oral as well as documentary evidence produced by the workman on record has neither been denied nor any evidence in rebuttal has been produced on record by the employer. Thus, the said oral as well as documentary evidence produced by the workman on record has remained unchallenged. In the circumstances, the evidence on record clearly establishes that the workman was employed with the employer since September, 1996 to 01-06-2004 continuously without any break in service.

Issue No. 2: The workman alleged that he was working with the employer as a "Bell Boy" since September, 1996 to 18-09-2000 continuously without any break in service. The workman also alleged that due to his hard and dedicated work he was rewarded as 'House Keeping Supervisor' by the employer. The workman alleged that his termination from services w.e.f. 01-06-2004 is without following the provisions of Section 25F of the Industrial Disputes Act, 1947 and hence the same is illegal, unjust and bad in law. As against the case of the workman, the employer in the

written statement filed by them in the present proceedings alleged that the workman was working as 'Floor Supervisor' on purely temporary basis and his work was seasonal as per the contract terms without disclosing the period for which the workman had worked for them. While answering the Issue No. 1, I have already held that the workman was working with the employer since September, 1996 to 01-06-2004 continuously without any break in service. The workman will be entitled to the benefits of various provisions of Industrial Disputes Act, 1947 only if he proves that he is a "Workman" as defined under Section 2(s) of the Industrial Disputes Act, 1947. Section 2(s) of the Industrial Disputes Act, 1947 defines the term "Workman" as under:

"A Workman" means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an Industrial Dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person—

- i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or
- ii) who is employed in the police service or as an officer or other employee of a prison; or
- iii) who is employed mainly in a managerial or administrative capacity; or
- iv) who being employed in a supervisory capacity, draws wages exceeding one thousand six hundred rupees per mensem or exercises, either by nature of the duties attached to the Office or by reason of the powers vested in him, functions mainly of a managerial nature.

In the present case the workman alleged that he was rewarded as 'House Keeping Supervisor'. On the contrary, the employer alleged that the workman was working as 'Floor Supervisor'. A person working in supervisory capacity and draws wages exceeding one thousand six hundred rupees per month are clearly excluded from the definition of Workman defined u/s 2(s) of the Industrial Disputes Act, 1947. However, while deciding whether a person concerned is a work-

man or not the functional nature of duties which he was performing while in the employment has to be taken into account. The workman has brought on record that the nature of duties performed while in the employment with the employer, through his Affidavit-in-Evidence. The nature of the duties deposed by the workman in his Affidavit-in-Evidence on record clearly shows that he was performing duties as a manual unskilled workman. Thus, although the workman was designated as 'House Keeping Supervisor' he was performing duties of manual unskilled workman. There is nothing on record to show that the workman was working in supervisory capacity. I, therefore hold that the Party I is a workman as defined u/s 2(s) of the Industrial Disputes Act, 1947. The workman is therefore entitled to the benefits of the various provisions of the Industrial Disputes Act.

The workman alleged that his services has been terminated by the employer without following the provisions of Section 25F of the Industrial Disputes Act and therefore it is illegal, unjust and bad in law. Therefore, it is necessary to examine the Section 25F of the Industrial Disputes Act, 1947 which reads as under:

"No workman employed in any Industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—

- a) The workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;
- b) The workman has been paid, at the time of retrenchment, compensation shall be equivalent to fifteen days average pay (for every completed year of continuous service) or any part thereof in excess of six months; and
- c) Notice in the prescribed manner is served on the appropriate Government (for such authority as may be specified by the appropriate Government by notification in the Official Gazette).

In the present case, it is proved that the workman was working continuously with the employer for more than one year under the employer. It is also proved that the workman has neither been given one month's notice in writing indicating the

reasons for his retrenchment nor been paid at the time of retrenchment, compensation equivalent to 15 days average pay for every completed years of his continuous service or any part thereof and no notice in the prescribed manner is served on the appropriate Government. On the contrary, the employer took plea that the workman was engaged as a 'Floor Supervisor' and that too purely on temporary basis and his work was seasonal as per the contract terms. The employer however failed to produce on record any cogent evidence to substantiate his aforesaid statement. The workman has produced on record his Identity Card (Exhibit W/1) and Certificate of employment dated 02-11-1998 (Exhibit W/2) issued by the employer clearly shows that the workman was employed as "Bell Boy". The workman however in his Affidavit-in-Evidence on record deposed that due to his hard and dedicated service he was rewarded as 'House Keeping Supervisor'. He deposed that he was performing the job of collecting the bed sheets, towels from the different rooms of the Hotel and replacing it with clean bed sheets and towels along with the help of other workmen. He deposed that he was responsible for keeping the rooms, toilets and bathrooms clean and neat and his entire job was supervised and controlled by the Resort Manager of the employer. Thus, the aforesaid oral as well as documentary evidence on record clearly proves that the workman was initially working as "Bell Boy" since September, 1996. Subsequently, he was rewarded with the designation of 'House Keeping Supervisor' by the employer. The employer has totally failed to bring on record any cogent evidence to prove that the workman was working in a Supervisory Category and that he was supervising other workmen of the employer. Though he was designated as 'House Keeping Supervisor' it is noticed from the material on record that he performed duties of a manual nature. In the absence of any evidence on record to the contrary, it is difficult to hold that the workman was working as 'Floor Supervisor' purely on temporary basis and his work was seasonal as per contract term as alleged by the employer. It is therefore held that the action of the employer in terminating the services of the workman is in violation of mandatory provisions of Section 25F of Industrial Disputes Act, 1947 and hence illegal, unjustified and bad in law.

Issue Nos. 3 & 4: The employer in the written statement at Exhibit 11 filed by them has pleaded that the workman was engaged as 'Floor Supervisor' and that too purely on temporary basis. The employer also pleaded in its written statement that the workman has signed the contract letter without any threat, force, duress and coercion

after getting it read. The said statement has been denied by the workman by way of rejoinder at Exhibit 12 filed in the present proceedings. The burden to prove the aforesaid facts was therefore put on the employer.

The employer however failed to adduce any cogent evidence in support of his case. The employer remained absent. The employer also did not cross examine the workman. In the circumstances, the employer failed to prove that the workman was employed as 'Floor Supervisor' and that too purely on temporary basis. The employer also failed to prove that the workman signed the so called contract letter without any threat, force, duress and coercion. It is seen from the nature of duties that the Party I is workman though he is designated as 'House Keeping Supervisor'. The employer has not led evidence to disprove that Party I is not workman.

Issue No. 5: While answering the Issue No. 1, I have already held that the workman was employed with the employer since September, 1996 till 01-06-2004 continuously without any break in service. Similarly, while answering the Issue No. 2, I have held that the action of the employer in terminating the services of the workman w.e.f. 01-06-2004 is illegal and unjustified since it is in violation of Section 25F of the Industrial Disputes Act, 1947. Therefore, the workman is entitled to re-instatement with full back wages, continuity in service and all other consequential benefits. With this I proceed to pass the following order.

ORDER

1. It is adjudicated that the action of the Management of M/s. Beira Mar Alfran Resorts, Baga Road, Sauntawado, Calangute, Bardez-Goa in refusing employment to Shri Ramrai Mandrekar, House Keeping Supervisor, with effect from 01-06-2004 is illegal and unjustified.
2. It is adjudicated that the workman, Shri Ramrai Mandrekar be reinstated with full back wages and continuity in services.
3. No order as to costs.
4. The Award be submitted to the Government of Goa as per the provisions contained under Section 15 of the Industrial Disputes Act, 1947.

Sd/-
(Suresh N. Narulkar),
Presiding Officer,
Labour Court-II.

Notification

No. 28/1/2009-LAB/656

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa on 16-04-2009 in reference No. IT/69/04 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 10th June, 2009.

IN THE INDUSTRIAL TRIBUNAL
AND LABOUR COURT
AT PANAJI

(Before Smt. Anuja Prabhudessai Hon'ble
Presiding Officer)

Ref. IT/69/20004

Shri Uday V. Naik,
Naik Waddo, Palli,
Pernem-Goa.

... Workman/Party I

V/s

M/s. Royal Goan Beach
Resort P. Ltd.,

M/s. Haathi Mahal Resort Hotel,

Mobor, Cavelossim-Goa ... Employer/Party II

Workman/Party I represented by Shri B. B. Naik.

Employer/Party II represented by Adv. M. S. Bandodkar.

AWARD

By order dated 16-12-2004, the Government of Goa, in exercise of powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, has referred the following dispute to this Tribunal for adjudication.

"(1) Whether the action of the management of M/s. Royal Goan Beach Resort P. Ltd, Haathi Mahal Resort Hotel, Cavelossim, in terminating the services of Shri Uday V. Naik, with effect from 29-07-2003, is legal and justified ?

(2) If not, what relief the workman is entitled to ?"

2. Notices were issued to both parties. The Party I filed his claim statement at Exb. 4. The Party II filed its written statement at Exb. 5. The Rejoinder of the Party I is at Exb. 6.

3. The Party I was in service of the Party II as a Helper from 16-2-2001 till the date of his termination i.e. till 29-7-2003. The Party I has stated that he was employed by the Party II to carry out permanent nature of work. The Party I further stated that in order to deprive him permanency and the facilities of permanent workmen, the Party II engaged in unfair labour practice by giving artificial breaks and by forcing him to sign a contractual appointment. The Party I stated that he was assured by the Party II that his services would be regularized. However, instead of regularizing his services, the Party II terminated his services. w.e.f. 29-7-2003. The Party I has stated that he had rendered continuous services of 240 days in the twelve months preceding his termination. The Party I has stated that the Party II has violated Section 25-F of the Industrial Disputes Act, 1947. The Party I has stated that Party II had engaged more than 150 workmen despite which Party II did not seek permission from the appropriate Government and has thereby violated provisions of Chapter V-B of the Industrial Disputes Act, 1947. The Party I, therefore, claimed that his termination is illegal and unjustified and he has sought reinstatement in service with full back wages with continuity in service.

4. The Party II has stated that the appointment of Party II was for a fixed term period specified in the contractual agreement which was accepted by the Party I. The Party II has denied that the Party I was appointed on a regular post or that he was assured that he would be regularized. The Party II further stated that the termination of the Party I was on account of non-renewal of the contract of appointment and as such, the provisions of Sec. 25-F are not applicable. The Party II has further stated that the Party I is gainfully employed and that he is not entitled for any reliefs.

5. Based on the aforesaid pleadings, following issues were framed at Exb. 7:

ISSUES

1. Whether the Workman/Party I proves that he was employed with the Employer/Party II as a Helper on permanent post continuously from 16-2-2001 till the date of his termination ?
2. Whether the Workman/Party I proves that the termination of his services by the

Employer/Party II w.e.f. 29-7-2003 is illegal and unjustified?

3. Whether the Party II proves that the appointment of the Workman/Party I with the Employer/Party II was for Fixed Term Period?
4. Whether the Employer/Party II proves that the termination of the services of the Workman/Party I is the result of non-renewal of contract of employment?
5. Whether the Employer/Party II proves that the Workman/Party I is gain fully employed?
6. Whether the Workman/Party I is entitled to any relief?
7. What Award?

6. The matter was posted for evidence. However, during the pendency of the proceedings, the Party I as well as the Representative of the Party II remained present before the Tribunal on 2-4-2009 alongwith their Representative/Advocate and stated that they have settled the matter amicably. The parties have filed the consent terms at Exb. 12 These terms are duly signed by the parties and the said terms are acceptable to them. In my opinion, these terms are in the interest of the workman and hence these terms are taken on record and the Order is passed as under:-

ORDER

1. It is agreed between the parties that the management of M/s. Royal Goan Beach Resort at Haathi Mahal, Mobor, Cavellossim, Salcete Goa shall pay in total a sum of Rs. 22,337/- (Rupees Twenty two thousand, three hundred thirty seven only) to Shri Uday V. Naik, by way of 2 installments:-

- (a) 1st installment of Rs. 10,000/- (Rupees Ten thousand only) bearing cheque No. 12821 dated 1-4-2009 drawn on HDFC Bank, payable at par.
- (b) 2nd installment of Rs. 12,337/- (Rupees Twelve thousand three hundred thirty seven only) bearing cheque No. 12503 dated 20-4-2009 drawn on HDFC Bank payable at par.

2. The above amount of Rs. 22,337/- (Rupees twenty two thousand, three hundred thirty seven only) shall include all his claims arising out of the present reference No. IT/69/2004 and his employment, including any claims of earned wages, bonus, gratuity, leave encashment, retrenchment compensation, ex-gratia etc. or any other claim which can be computed in terms of money.

3. It is agreed that Shri Uday V. Naik shall accept the said amount as mentioned in the clause (1) hereinabove in full and final settlement of all his claims arising out of the present reference and arising out of his employment including any claim of earned wages, bonus, gratuity, leave encashment, retrenchment compensation, ex-gratia, etc. or any other claim which can be computed in terms of money, in complete satisfaction of all his claims including the claim made in the present reference No. IT/69/2004 and further confirm that he shall have no claim of whatsoever nature against the company including any claim of re-instatement and/or re-employment.

No order as to cost. Inform the Government accordingly.

Sd/-
(Anuja Prabhudessai),
Presiding Officer,
Industrial Tribunal
& Labour Court.

Notification

No. 28/1/2009-LAB/656

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa on 16-04-2009 in reference No. IT/48/04 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 10th June, 2009.

IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT AT PANAJI

(Before Smt. Anuja Prabhudessai Hon'ble
Presiding Officer)

Ref. IT/48/2004

Shri Purshottam R. Gaonkar,
Gandhi Nagar, Khandepar,
Ponda-Goa.

... Workman/Party I

V/s

M/s. Haathi Mahal Resort
Hotel, Mobor,
Cavellossim-Goa.

... Employer/Party II

Workman/Party I represented by Shri B. B. Naik.
Employer/Party II represented by Adv. M. S. Bhandodkar.

AWARD

By order dated 23-11-2004, the Government of Goa, in exercise of powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, has referred the following dispute to this Tribunal for adjudication.

- “(1) Whether the action of the management of M/s. Haathi Mahal Resort Hotel, Cavelossim, in terminating the services of Shri Purshottam R. Gaonkar, Gardener, with effect from 18-3-2003, is legal and justified?
(2) If not, what relief the workman is entitled to?”

2. Notices were issued to both parties. The Party I filed his claim statement at Exb. 3. The Party II filed its written statement at Exb. 5. The rejoinder of the Party I is at Exb. 6.

3. The Party I was in service of the Party II as a Gardener from 1-1-2000 till the date of his termination i.e. till 18-3-2003. The Party I has stated that he was employed by the Party II to carry out permanent nature of work. The Party I further stated that in order to deprive him permanency and the facilities of permanent workmen, the Party II engaged in unfair labour practice by giving artificial breaks and by forcing him to sign a contractual appointment. The Party I stated that he was assured by the Party II that his services would be regularized. However, instead of regularizing his services, the Party II terminated his services w.e.f. 18.3.2003. The Party I has stated that he had rendered continuous services of 240 days in the twelve months preceding his termination. The Party I has stated that the Party II has violated Section 25-F of the Industrial Disputes Act, 1947. The Party I has stated that Party II had engaged more than 150 workmen despite which Party II did not seek permission from the appropriate Government and has thereby violated provisions of Chapter V-B of the Industrial Disputes Act, 1947. The Party I, therefore, claimed that his termination is illegal and unjustified and he has sought reinstatement in service with full back wages with continuity in service.

4. The Party II has stated that the appointment of Party II was for a fixed term period specified in the contractual agreement which was accepted by the Party I. The Party II has denied that the

Party I was appointed on a regular post or that he was assured that he would be regularized. The Party II further stated that the termination of the Party I was on account of non-renewal of the contract of appointment and as such, the provisions of Sec. 25-F are not applicable. The Party II has further stated that the Party I is gainfully employed and that he is not entitled for any reliefs.

5. Based on the aforesaid pleadings, following issues were framed at Exb. 7:

ISSUES

1. Whether the Party I proves that the Party II terminated his services from 18-3-2003 in violation of the provisions of Sec. 25F and Chapter VB of the I. D. Act, 1947?
2. Whether the Party I proves that the action of the Party II in terminating his services w.e.f. 18-3-2003 is illegal and unjustified?
3. Whether the Party II proves that the dispute referred is not an Industrial Dispute either under Sec. 2K of 2A of the I. D. Act, 1947 and hence the reference is not maintainable?
4. Whether the Party II proves that the Party I was appointed purely on contractual basis for fixed term period and the termination of his service was as per agreement which did not amount to 'retrenchment'?
5. Whether the workman/Party I is entitled to any relief?
6. What Award?

6. The matter was posted for evidence. However, during the pendency of the proceedings, the Party I as well as the Representative of the Party II remained present before the Tribunal on 2-4-2009 along with their Representative/ Advocate and stated that they have settled the matter amicably. The parties have filed the consent terms at Exb. 12. These terms are duly signed by the parties and the said terms are acceptable to them. In my opinion, these terms are in the interest of the workman and hence these terms are taken on record and the Order is passed as under:-

ORDER

1. It is agreed between the parties that the management of M/s. Royal Goan Beach Resort at Haathi Mahal, Mobor, Cavelossim, Salcete-Goa,

shall pay in total a sum of Rs. 25,273/- (Rupees Twenty five thousand two hundred seventy three only) to Shri Purshottam R. Gaonkar by way of 3 installments:

- (a) 1st installment of Rs. 10,000/- (Rupees Ten thousand only) bearing cheque No. 12566 dated 1-4-2009 drawn on HDFC Bank, payable at par.
- (b) 2nd installment of Rs. 10,000/- (Rupees Ten thousand only) bearing cheque No. 12499 dated 20-4-2009 drawn on HDFC Bank payable at par.
- (c) 3rd installment of Rs. 5,273/- (Rupees Five thousand two hundred seventy three only) bearing cheque No. 012513 dated 18-5-2009 drawn on HDFC Bank payable at par.

2. The above amount of Rs. 25,273/- (Rupees Twenty five thousand two hundred seventy three only) shall include all his claims arising out of the present reference No. IT/48/2004 and his employment, including any claims of earned wages, bonus, gratuity, leave encashment, retrenchment compensation, ex-gratia etc. or any other claim which can be computed in terms of money.

3. It is agreed that Shri Purshottam R. Gaonkar shall accept the said amount as mentioned in the clause (1) hereinabove in full and final settlement of all his claims arising out of the present reference and arising out of his employment including any claim of earned wages, bonus, gratuity, leave encashment, retrenchment compensation, ex-gratia, etc. or any other claim which can be computed in terms of money, in complete satisfaction of all his claims including the claim made in the present Reference No. IT/48/2004 and further confirm that he shall have no claim of whatsoever nature against the company including any claim of re-instatement and/or re-employment.

No order as to costs. Inform the Government accordingly.

Sd/-
(Anuja Prabhudessai),
Presiding Officer,
Industrial Tribunal
& Labour Court.

Notification

No. 28/1/2009-LAB

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa on

16-04-2009 in reference No. IT/55/2004 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor
of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 12th June, 2009.

IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT AT PANAJI

(Before Smt. Anuja Prabhudessai Hon'ble
Presiding Officer)

Ref. IT/55/2004

Shri Manuel Fernandes,
Milla Vaddo,
Assolna-Goa. ... Workman/Party I
V/s

M/s. Haathi Mahal Resort
Hotel, Mobor,
Cavelossim-Goa. ... Employer/Party II

Workman/Party I represented by Shri B. B. Naik.

Employer/Party II represented by Adv. M. S. Bandothkar.

AWARD

By order dated 23-11-2004, the Government of Goa in exercise of powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, has referred the following dispute to this Tribunal for adjudication.

“(1) Whether the action of the management of M/s. Haathi Mahal Resort Hotel, Cavelossim, in terminating the services of Shri Manuel Fernandes, Resort Attendant, with effect from 21-12-2003 is legal and justified?

(2) If not, what relief the workman is entitled to?”

2. Notices were issued to both parties. The Party I filed his claim statement at Exb. 5. The Party II filed its written statement at Exb. 6. The rejoinder of the Party I is at Exb. 7.

3. The Party I was in service of the Party II as a Resort Attendant from 1-12-1999 till the date of his

termination i.e. till 21-12-2003. The Party I has stated that he was employed by the Party II to carry out permanent nature of work. The Party I further stated that in order to deprive him permanency and the facilities of permanent workmen, the Party II engaged in unfair labour practice by giving artificial breaks and by forcing him to sign a contractual appointment. The Party I stated that he was assured by the Party II that his services would be regularized. However, instead of regularizing his services, the Party II terminated his services w.e.f. 21-12-2003. The Party I has stated that he had rendered continuous services of 240 days in the twelve months preceding his termination. The Party I has stated that the Party II has violated Section 25-F of the Industrial Disputes Act, 1947. The Party I has stated that Party II had engaged more than 150 workmen despite which Party II did not seek permission from the appropriate government and has thereby violated provisions of Chapter V-B of the Industrial Disputes Act, 1947. The Party I, therefore, claimed that his termination is illegal and unjustified and he has sought re-instatement in service with full back wages with continuity in service.

4. The Party II has stated that the appointment of Party II was for a fixed term period specified in the contractual agreement which was accepted by the Party I. The Party II has denied that the Party I was appointed on a regular post or that he was assured that he would be regularized. The Party II further stated that the termination of the Party I was on account of non-renewal of the contract of appointment and as such, the provisions of Sec. 25-F are not applicable. The Party II has further stated that the Party I is gainfully employed and that he is not entitled for any reliefs.

5. Based on the aforesaid pleadings, following issues were framed at Exb. 8:

ISSUES

1. Whether the Workman/Party I proves that he was employed with the Employer/Party II as a Resort Attendant on the regular post continuously from 1-12-1999 till the date of his termination?
2. Whether the Workman/Party I proves that the termination of his services by the Employer/Party II w.e.f. 21-12-2003 is illegal and unjustified?
3. Whether the Party II proves that the appointment of the Workman/Party I with the Employer/Party II was for fixed term period?
4. Whether the Employer/Party II proves that the termination of the services of the Workman/Party I is the result of Non-renewal of contract of employment?
5. Whether the Employer/Party II proves that the Workman/Party I is gainfully employed?
6. Whether the Workman/Party I is entitled to any relief?
7. What Award?

6. The matter was posted for evidence. However, during the pendency of the proceedings, the Party I as well as the representative of the Party II remained present before the Tribunal on 2-4-2009 alongwith their Representative/Advocate and stated that they have settled the matter amicably. The parties have filed the consent terms at Exb. 11. These terms are duly signed by the parties and the said terms are acceptable to them. In my opinion, these terms are in the interest of the workman and hence these terms are taken on record and the Order is passed as under:-

ORDER

1. It is agreed between the parties that the management of M/s. Royal Goan Beach Resort at Haathi Mahal, Mobor, Cavelossim, Salcete-Goa shall pay in total a sum of Rs. 25,928/- (Rupees Twenty five thousand nine hundred twenty eight only) to Shri Manuel Fernandes by way of 3 installments:

- (a) 1st installment of Rs. 10,000/- (Rupees Ten thousand only) bearing cheque No. 12557 dated 1-4-2009 drawn on HDFC Bank, payable at par.
- (b) 2nd installment of Rs. 10,000/- (Rupees Ten thousand only) bearing cheque No. 12495 dated 20.4.2009 drawn on HDFC Bank payable at par.
- (c) 3rd installment of Rs. 5,928/- (Rupees Five thousand nine hundred twenty eight only) bearing cheque No. 012517 dated 18-5-2009 drawn on HDFC Bank, payable at par.

2. The above amount of Rs. 25,928/- (Rupees Twenty five thousand nine hundred twenty eight only) shall include all his claims arising out of the present reference No. IT/55/2004 and his employment, including any claims of earned wages, bonus, gratuity, leave encashment, retrenchment compensation, ex-gratia etc. or any other claim which can be computed in terms of money.

3. It is agreed that Shri Manuel Fernandes shall accept the said amount as mentioned in the clause

(1) hereinabove in full and final settlement of all his claims arising out of the present reference and arising out of his employment including any claim of earned wages, bonus, gratuity, leave encashment, retrenchment compensation, ex-gratia, etc. or any other claim which can be computed in terms of money, in complete satisfaction of all his claims including the claim made in the present reference No. IT/55/2004 and further confirm that he shall have no claim of whatsoever nature against the company including any claim of re-instatement and/or re-employment.

No order as to costs. Inform the Government accordingly.

Sd/-
(Anuja Prabhudessai),
Presiding Officer,
Industrial Tribunal
& Labour Court.

Notification

No. 28/1/2009-LAB

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa in reference No. IT/52/2004 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 12th June, 2009.

IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT AT PANAJI

(Before Smt. Anuja Prabhudessai Hon'ble
Presiding Officer)

Ref. IT/52/2004

Shri John Gomes,
C/o Shri Jose Lawrence Gomes,
H. No. 492,
Carmona-Goa.

... Workman/Party I

V/s

M/s. Haathi Mahal Resort
Hotel, Mobor,
Cavelossim-Goa.

... Employer/Party II

Workman/Party I represented by Shri B. B. Naik.
Employer/Party II represented by Adv. M. S.
Bandodkar.

AWARD

By order dated 23-11-2004, the Government of Goa, in exercise of powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, has referred the following dispute to this Tribunal for adjudication.

“(1) Whether the action of the management of M/s. Haathi Mahal Resort Hotel, Cavelossim, in terminating the services of Shri John Gomes, Tailor, with effect from 2-10-2003 is legal and justified?

(2) If not, what relief the workman is entitled to?”

2. Notices were issued to both parties. The Party I filed his claim statement at Exb. 4. The Party II filed its written statement at Exb. 6. The rejoinder of the Party I is at Exb. 7.

3. The Party I was in service of the Party II as a Tailor from 24-9-2001 till the date of his termination i.e. till 2-10-2003. The Party I has stated that he was employed by the Party II to carry out permanent nature of work. The Party I further stated that in order to deprive him permanency and the facilities of permanent workmen, the Party II engaged in unfair labour practice by giving artificial breaks and by forcing him to sign a contractual appointment. The Party I stated that he was assured by the Party II that his services would be regularized. However, instead of regularizing his services, the Party II terminated his services w.e.f. 2-10-2003. The Party I has stated that he had rendered continuous services of 240 days in the twelve months preceding his termination. The Party I has stated that the Party II has violated Section 25-F of the Industrial Disputes Act, 1947. The Party I has stated that Party II had engaged more than 110 workmen despite which Party II did not seek permission from the appropriate government and his thereby violated provisions of Chapter V-B of the Industrial Disputes Act, 1947. The Party I, therefore, claimed that his termination is illegal and unjustified and he has sought reinstatement in service with full back wages with continuity in service.

4. The Party II has stated that the appointment of Party II was for a fixed term period specified in the contractual agreement which was accepted by the Party I. The Party II has denied that the Party I was appointed on a regular post or that he was assured that he would be regularized. The Party II further stated that the termination of the Party I was on account of non-renewal of the contract of appointment and as such, the provisions of

Sec. 25-F are not applicable. The Party II has further stated that the Party I is gainfully employed and that he is not entitled for any reliefs.

5. Based on the aforesaid pleadings, following issues were framed at Exb. 8:

ISSUES

1. Whether the Workman/Party I proves that he was employed with the Employer/Party II as a Tailor on the regular post continuously from 24-09-2001 till the date of his termination?
2. Whether the Workman/Party I proves that the termination of his services by the Employer/Party II w.e.f. 2-10-2003 is illegal and unjustified?
3. Whether the Party II proves that the appointment of the Workman/Party I with the Employer/Party II was for fixed term period?
4. Whether the Employer/Party II proves that the termination of the services of the Workman/Party I is the result of non-renewal of contract of employment?
5. Whether the Employer/Party II proves that the Workman/Party I is gainfully employed?
6. Whether the Workman/Party I is entitled to any relief?
7. What Award?

6. The matter was posted for evidence. However, during the pendency of the proceedings, the Party I as well as the Representative of the Party II remained present before the Tribunal on 2-4-2009 alongwith their Representative/Advocate and stated that they have settled the matter amicably. The parties have filed the consent terms at Exb. 13. These terms are duly signed by the parties and the said terms are acceptable to them. In my opinion, these terms are in the interest of the workman and hence these terms are taken on record and the Order is passed as under:-

ORDER

1. It is agreed between the parties that the management of M/s. Royal Goan Beach Resort at Haathi Mahal, Mobor, Cavelossim, Salcete Goa, shall pay in total a sum of Rs. 22,455/- (Rupees Twenty two thousand four hundred fifty five only) to Shri John Gomes by way of 2 installments:

- (a) 1st installment of Rs. 10,000/- (Rupees Ten thousand only) bearing cheque No. 12539 dated 1.4.2009 drawn on HDFC Bank, payable at par.
- (b) 2nd installment of Rs. 12,455/- (Rupees Twelve thousand four hundred fifty five only) bearing cheque No. 12491 dated 20-4-2009 drawn on HDFC Bank payable at par.

2. The above amount of Rs. 22,455/- (Rupees twenty two thousand four hundred fifty five only) shall include all his claims arising out of the present reference No. IT/52/2004 and his employment, including any claims of earned wages, bonus, gratuity, leave encashment, retrenchment compensation, ex-gratia etc. or any other claim which can be computed in terms of money.

3. It is agreed that Shri John Gomes shall accept the said amount as mentioned in the clause (1) hereinabove in full and final settlement of all his claims arising out of the present reference and arising out of his employment including any claim of earned wages, bonus, gratuity, leave encashment, retrenchment compensation, ex-gratia, etc. or any other claim which can be computed in terms of money, in complete satisfaction of all his claims including the claim made in the present Reference No. IT/52/2004 and further confirm that he shall have no claim of whatsoever nature against the company including any claim of re-instatement and/or re-employment.

No order as to costs. Inform the Government accordingly.

Sd/-
(Anuja Prabhudessai),
Presiding Officer,
Industrial Tribunal
& Labour Court.

Corrigendum

No. 28/33/2007-Lab

Read: Government Order No. 28/33/2007-Lab/
/940 dated 13-09-2007.

In the Government Order mentioned above, the date indicated in the schedule may read as 01-11-2004 instead of 05-12-2004.

By order and in the name of the Governor
of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 17th July, 2009.

State Director of Craftsmen Training

—
Order

No. 2/22/2006/EST/SDCT(5)/4098

- Read: 1. Order No. 2/22/2006/EST/SDCT/8755 dated 3-11-2006.
2. Order No. 2/22/2006/EST/SDCT/3608 dated 3-8-2007.
3. Order No. 2/22/2006/EST/SDCT/3092 dated 16-4-2008.
4. Order No. 2/22/2006/EST/SDCT/6079 dated 2-9-2008.
5. Order No. 2/22/2006/EST/SDCT/1056 dated 26-2-2009.

The ad hoc promotion of Shri Sakharam S. Gaonkar to the post of Principal (Sr. scale) (Group A) Gazetted is hereby extended for further period of six months from 3-5-2009 to 2-11-2009 with the same terms and conditions stipulated in the above cited orders.

This is issued with the concurrence of the Goa Public Service Commission vide its communication No. COMM/II/11/60(1)/03-09/(part file)/1046 dated 9-7-2009.

By order and in the name of the Governor of Goa.

Aleixo F. da Costa, State Director of Craftsmen Training & ex officio Joint Secretary.

Panaji, 20th July, 2009.

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Order

No. 2/22/2006/EST/SDCT(5)/4099

- Read: 1. Order No. 2/22/2006/EST/SDCT(5)/4231 dated 19-6-2008.
2. Order No. 2/22/2006/EST/SDCT(5) dated 11-2-2009.

The ad hoc promotion of Shri Vinayak M. Kambli to the post of Asstt. Director (Trg.) (Group A) Gazetted is hereby extended for further period of six months from 19-6-2009 to 18-12-2009 with the same terms and conditions stipulated in the above cited orders.

By order and in the name of the Governor of Goa.

Aleixo F. da Costa, State Director of Craftsmen Training & ex officio Joint Secretary.

Panaji, 20th July, 2009.

Order

No. 2/22/2006/EST/SDCT(5)/4100

- Read: 1. Order No. 2/22/2006/EST/SDCT/8756 dated 3-11-2006.
2. Order No. 2/22/2006/EST/SDCT/3607 dated 3-8-2007.
3. Order No. 2/22/2006/EST/SDCT/3093 dated 11-4-2008.
4. Order No. 2/22/2006/EST/SDCT/6078 dated 2-9-2008.
5. Order No. 2/22/2006/EST/SDCT/1056 dated 26-2-2009.

The ad hoc promotion of Shri Rajesh Premanand Lolayekar to the post of Asstt. Director (Trg.) (Group A) Gazetted is hereby extended for further period of six months from 3-5-2009 to 2-11-2009 with the same terms and conditions stipulated in the above cited orders.

This is issued with the concurrence of the Goa Public Service Commission vide its Communication No. COMM/II/11/60(1)/03-09/(part file)/1046 dated 9-7-2009.

By order and in the name of the Governor of Goa.

Aleixo F. da Costa, State Director of Craftsmen Training & ex officio Joint Secretary.

Panaji, 20th July, 2009.

◆◆◆
Department of Personnel—
Order

No. 15/1/99-PER(part-I)

The Governor of Goa is pleased to order transfer and posting of the following Officers in the cadre of Mamlatdar/Joint Mamlatdar/Assistant Director of Civil Supplies with immediate effect, in public interest.

Sr. No.	Name of the Officers	Present posting	Transferred as
1	2	3	4
1.	Shri Chandrakant B. Shetkar	Mamlatdar, Ponda	Assistant Director of Civil Supplies.
2.	Smt. Sheru Shirodkar	Assistant Director of Civil Supplies	Mamlatdar-in-Collectorate (North).

1	2	3	4
3. Shri Gaurish Kurtikar	Mamlatdar- -in-Collecto- rate (North)	Mamlatdar, Ponda.	

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 17th July, 2009.

Order

No. 7/5/92-PER(Vol-I)Pt

Shri M. G. Pai, Assistant Professor, Goa College of Pharmacy shall hold the charge of the post of Principal, Goa College of Pharmacy with immediate effect, on officiating basis in addition to his own duties and until further orders, there by relieving Shri A. V. Yadav, Officiating Principal Goa College of Pharmacy.

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 17th July, 2009.

Department of Public Health

Order

No. 11/1/98-IV/PHD

Read: Order No. 11/1/98-IV/PHD dated 16-07-2007.

Sanction of the Government is hereby conveyed for grant of extension of 2 years Extraordinary Leave to Dr. Aquaviva Fernandes, Assistant Professor in the Department of Prosthodontics, Goa Dental College and Hospital Bambolim-Goa w.e.f. 01-08-2009 to 31-07-2011 in terms of the Government Notification No. 2/5/95-PER dated 02-01-2003.

By order and in the name of the Governor of Goa.

D. G. Sardesai, Joint Secretary (Health).

Porvorim, 14th July, 2009.

Order

No. 4/16/2001-II/PHD/Part

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/II/11/30(6)/99/200 dated 01-07-2009, the Government is pleased to promote Dr. (Mrs.) Maria da Piedade Silveira, Associate Professor in Paediatrics to the post of Professor in Paediatrics in Goa Medical College on regular basis in the pay of scale of PB — 4, Rs. 37,400-67,000+Grade Pay of Rs. 8,700/- and other allowances to the fixed as per rule with immediate effect.

The promotion is made against the vacancy caused due to retirement of Dr. (Mrs.) Philomena Pereira D'Souza w.e.f. 18-02-2009.

By order and in the name of the Governor of Goa.

D. G. Sardesai, Joint Secretary (Health).

Porvorim, 16th July, 2007.

Order

No. 45/8/2009-I/PHD

Government is pleased to appoint the following officers on contract basis against the post as indicated in Col. No. (3) with the posting as indicated in Col. No. (4) under Directorate of Health Services with immediate effect for a period of one year or till the posts are filled on regular basis, whichever is earlier.

Sr. No.	Names of the Doctor	Designation	Place of posting
1	2	3	4
1.	Dr. Francis Pereira	Sr. Surgeon	UPHC Curchorem.
2.	Dr. Prasad Karpe	Jr. Orthopaedic Surgeon	Hospicio Hospital, Margao.
3.	Dr. Rohan Dessai	Jr. Orthopaedic Surgeon	Asilo Hospital, Mapusa & CHC Valpoi (thrice a week at each place).
4.	Dr. Ryan Costa	Jr. Ophthalmic Surgeon	Hospicio Hospital, Margao.
5.	Dr. Dipti Srivastava	Jr. Ophthalmic Surgeon	Asilo Hospital, Mapusa, & CHC Valpoi (twice a week at CHC Valpoi).

1	2	3	4
6.	Dr. Rochelle Caeiro	Jr. Paediatrician	CHC Valpoi (4 days at CHC Valpoi & once a week at RMD Thane & RMD Keri).
7.	Dr. Manali Bandekar	Medical Officer	Hospicio Hospital, Margao (Casualty Department).
8.	Dr. Soniya Naik	Medical Officer	PHC Shiroda.

Sr. Consultant/Jr. Consultants/Medical Officers shall be paid monthly emoluments of Rs. 35,000/-, Rs. 25,000/- & Rs. 20,000/- per month respectively.

The appointment shall be subject to the terms & conditions contained in the Agreement to be executed by them with the Government.

The Government is also pleased to transfer Dr. Rupo Gaude, Medical Officer, Primary Health Centre, Shiroda to Community Health Centre, Valpoi in public interest with immediate effect. He shall perform his duties 3 days at CHC Valpoi and 3 days at RMD Guleli (Satari).

By order and in the name of the Governor of Goa.

D. G. Sardessai, Joint Secretary (Health).

Porvorim, 17th July, 2009.

Order

No. 35/40/2001-I/PHD

In exercise of the powers conferred by Section 16(A) of the Pre-Natal Diagnostic Techniques (Regulation and Prevention of Misuse) Amendment Act, 2002 (Central Act No. 14 of 2003), the Government is pleased to re-constitute the Goa State Supervisory Board with following composition:

1.	Minister for Health	... Ex-officio Chairman.
2.	Dr. Pramod Salgaonkar	... Vice Chairman.
3.	Secretary (Health)	... Ex-officio Member.
4.	Secretary (Law)	... Ex-officio Member.
5.	Director of Health Services	... Member.
6.	Dr. Laxmi Gaunekar	... Member.
7.	Dr. Raghuvanshi	... Member.
8.	Dr. Pradeep Padwal	... Ex-officio Member Secretary.

The functions of the State Supervisory Board shall be as under:

- to create public awareness against the practice of pre-conception sex selection and pre-natal determination of sex of the foetus leading to female foeticide in the State;
- to review the activities of the Appropriate Authorities functioning in the State and recommend appropriate action against them;
- to monitor the implementation of provisions of the Act and the rules and make suitable recommendations relating to the Board;
- to send such consolidated reports as may be prescribed in respect of the various activities undertaken in the State under the Act to the Board and the Central Government, and
- any other functions as may be prescribed under the Act.

The term of the Board shall be for a period of three years. The Board shall meet atleast once in 4 months.

This is issued in supersession of this Department's earlier Notification of even number dated 18-07-2006.

By order and in the name of the Governor of Goa.

Maria J. R. Pires, Under Secretary (Health-II).

Porvorim, 20th July, 2009.

Order

No. 47/29/2005-I/PHD

Government is pleased to transfer Dr. Viraj V. Parab, Medical Officer in the Directorate of Health Services from UPHC Curchorem to RMD Vaddem, Sanguem with immediate effect in the public interest.

He shall report to the RMD Vaddem, Sanguem by 23-07-2009 (b.n.).

By order and in the name of the Governor of Goa.

D. G. Sardessai, Joint Secretary (Health).

Porvorim, 22nd July, 2009.

Certificate

No. 4/1/2006-II/PHD

Read: Government Order No. 4/1/2006-II/PHD dated 22-05-2009.

Certified that the Character and Antecedents of Dr. D'Costa Jorson Nicholas Francis, Assistant

Lecturer in Neurosurgery in Goa Medical College, Bambolim mentioned in the above referred order have been verified and nothing adverse has come to the notice of Government.

D. G. Sardessai, Joint Secretary (Health).

Porvorim, 17th July, 2009.

Department of Revenue

Notification

No. 23/18/2009-RD

Whereas it appears to the Government of Goa (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose, viz. Land Acquisition for the work of road from Harijanwada, Ugvev village to Ghurewada in Mopa village of Dhargal Constituency in Pernem Taluka.

Now, therefore, the Government hereby notifies under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this notification, will under clause (seventh) of Section 24 of the said Act be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part the fact will also be notified in the same manner.

4. The Government further appoints under clause (c) of Section 3 of the said Act, the Land Acquisition Officer, PWD (Cell), Altinho,

Panaji-Goa to perform the functions of a Collector, North Goa District, Panaji-Goa under the said Act in respect of the said land.

5. The Government also authorizes under sub-section (2) of Section 4 of the said Act, the following Officers to do the acts, specified therein in respect of the said land.

1. The Collector, North Goa District, Panaji-Goa.
2. The Land Acquisition Officer, PWD (Cell), Altinho, Panaji-Goa.
3. The Executive Engineer Div. XIII, (Roads), P.W.D., Mapusa-Goa.
4. The Director of Settlement and Land Records, Panaji-Goa.

6. A rough plan of the said land is available for inspection in the Office of the Land Acquisition Officer, PWD (Cell), Altinho, Panaji-Goa for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE

(Description of the said land)

<i>Taluka:</i> Pernem		<i>Village:</i> Mopa
Survey No./ Sub-Div. No.	Names of the persons believed to be interested	Approx. area in sq. mts.
1	2	3
19/1 Part O:	Vishnu Ganesh Deshprabhu. Nagesh Ganesh Deshprabhu.	110
19/2 Part O:	Vishnu Ganesh Deshprabhu. Nagesh Ganesh Deshprabhu.	1680
<i>Taluka:</i> Pernem		<i>Village:</i> Ugvev
2/1 Part O:	Prabhakar Purshottam Mahale. Satu Jagannath Mahale. Jaiwant Jagannath Mahale. Tukaram Vithu Mahale.	25
2/2 Part O:	Sonu Govind Mahale. Kashiram Mahadev Mahale.	50
2/3 Part O:	Vasu Pandu Mahale.	35
4/2 Part O:	Ladu Govind Harijan. C: Ladu Govind Harijan.	30
4/9 Part O:	Laxman Deu Mahale. Masu Balu Mahale. Guno Sakham Mahale. Babli Fatu Mahale. Deu Vishram Mahale. Fatu Chandro Mahale. Fatu Pundalik Mahale.	700
4/3 Part O:	Kalu Sakham Harijan. Sakham Nhanu Harijan. Mahadev Bala Harijan. C: 3 occupants.	350

1	2	3	1	2	3
	Anand Bala Harijan. Sakharam Nhanu Harijan. Kalu Sakharam Harijan.		11/2 Part O:	Laxman Bhiva Mahale. Rama Krishna Mahale. Shivram Keshav Mahale. Babaji Jairam Mahale. Jagannath Satu Mahale.	150
4/5 Part O:	Narayan Sadu Mahale. Ramchandra Pundalik Mahale. Anita Anand Mahale. (550m2) Eknath Soma Mahale. (499m2)	400	11/4 Part O:	Deu Vishram Mahale. Laxman Deu Mahale. Sada Sakho Mahale. Shankar Yeso Mahale. Shantaram Shivram Mahale. Yeso Baba Mahale. Tukaram Pundalik Mahale. Narayan Rama Mahale. Narayan Rama Mahale. Gopal Shiva Mahale. Kistu Rodrigues. Simao Paulu Fernandes. Delin Cardos Fernandes.	300
4/4 Part O:	Laxman Deu Mahale. Masu Balu Mahale.	700			
5/0 Part O:	Arjun Vasu Mahale. Atmaram Babaji Mahale. Laxman Krishna Mahale. Chandrakant Vishnu Mahale. Raghu Shankar Mahale. Narayan Raghu Mahale. Martoji Ganesh Mahale. Ramchandra Pundalik Mahale. Sitaram Jiwaji Mahale.	200			
5/0 Part	<i>Other Rights:-</i> Sitaram Shivaji & Raghoba Mahale. Ramchandra Yeshwant Gawas. Narmada Yeshwant Mahale. Martoji Arjun Redkar's house. Chandrakant Vishnu Mahale. Atmaram Babaji Mahale. Laxman Krishna Mahale. Vithai Narayan Teli. Namdev Narayan Teli. Arjun Vasu Mahale. Anandi Aba. Ramchandra Pundalik Mahale. Narayan Sadu Mahale. Martoji Ganesh Mahale's house. Bablo Abaji Ugvekar.		11/9 Part O:	Apa Kashiram Mahale. Pundalik Raghoba Mahale. 5/6 Ramchandra Atmaram Mahale. 1/12 Laxman Budhaji Mahale. Dattaram Budhaji Mahale. 1/12 Dattaram Budhaji Mahale. 1/12	2050
11/1 Part O:	Tukaram Ganesh Mahale. Mahadev Sajo Mahale. Jagannath Satu Mahale. Suryakant Vithu Mahale. Pundalik Raghoba Mahale. Deu Vishram Mahale. Kalu Nhanu Mahale. Shabi Bapu Mahale. Rajaram Baburao Parab. Apa Kashiram Mahale. Narayan Sadu Mahale. Ganesh Tukaram Mahale.	700	11/5 Part O:	Laxman Bhiva Mahale. Vaman Budhagi Mahale. Mohan Sada Mahale. Rama Krishna Mahale. Babji Jairam Mahale. Shiva Mahadeo Mahale. Ganesh Tukaram Mahale. Kalu Nhanu Mahale. Atmaram Mahadeo Mahale. Mahadeo Sajo Mahale. Sabi Bapu Mahale. 1/2 Rajaram Baburao Parab. Ganesh Tukaram Mahale. Kalu Nhanu Mahale. Atmaram Mahadev Mahale.	400
	<i>Other Rights:-</i> Public Pathkar and ownership by Savlaram Bapu Mahale.		11/6 Part O:	Narayan Sadu Mahale. Ramchandra Pundalic Mahale. Sitaram Jiwaji Mahale. Martoji Ganesh Mahale. Arjun Vasudev Mahale. Chandrakant Vishnu Mahale. Atmaram Babaji Mahale. Raghu Shankar Mahale. Bhiva Mahadev Mahale. Bhisu Raghoba Mahale. Pandurang Bhikaji Mahale. Laxman Arjun Mahale. Tukaram Mukund Mahale.	650
11/3 Part O:	Guno Arujun Mahale. Tukaram Mukund Mahale. Jagannath Kusaji Mahale. Raghuraj Vassudev Deshpabhu. Rama Arjun Kubal. Krishna Hari Mahale. Laxman Bhiva Mahale.	300	11/7 Part O:	Pundalik Raghoba Mahale. Apa Kashiram Mahale. Ramchandra Atmaram Mahale.	175

1	2	3	1	2	3
	Laxman Budhaji Mahale. Dattaram Budhaji Mahale.			Apa Kashiram Mahale. C: as in S. No. 12/19.	
11/8 Part O:	Harichandra Krishna Mahale. Purushottam Nhanu Mahale. Suryakant Vithu Mahale. Govind Laxman Mahale. Vasu Narayan Mahale. Sabi Sitaram Mahale. Gangaram Pundalik Mahale. Subhadra Arjun Mahale. Arjun Shiva Mahale. Tukaram Laxman Mahale. Pandurang Vishram Mahale.	200	12/20 Part O:	Apa Kashiram Mahale. C: Krishna Apa Mahale. Bhiva K. Mahale. Mahadev Mahale.	15
	Jagannath Kusaji Mahale. Tukaram Mukund Mahale. Anant Rama Mahale.	25	12/23 Part O:	Apa Kashiram Mahale. C: Krishna A. Mahale. Bhiva K. Mahale. Mahadev K. Mahale.	15
12/10 Part O:	Pundalik Raghoba Mahale. 5/6 Ramchandra Atmaram Mahale. 1/12 Laxman Budhaji Mahale. 1/12 Dattaram Budhaji Mahale.	250	12/24 Part O:	Jagannath Kusaji Mahale. Apa Kashiram Mahale. Keshav Arjun Mahale. Vishram Shankar Mahale. Tukaram Mukund Mahale. Laxman Arjun Mahale. Guno Arjun Mahale. Anant Rama Mahale. C: as per S. No. 12/25.	10
12/11 Part O:	Purushottam Nhanu Mahale. Harichandra Krishna Mahale. Gangaram Pundalik Mahale. Suryakant Vithu Mahale. Vasudev Narayan Mahale. Sabaji Sitaram Mahale. Govind Laxman Mahale. Arjun Vasudev Mahale. Ramchanadra Yeshwant Mahale. Balkrishna Ladkoba Deshprabhu. T: of Sr. No. 10: Manohar Rama Mahale.	320	12/25 Part O:	Pundalik Raghoba Mahale. Ramchandra Atmaram Mahale. Laxman Budhaji Mahale. C: Pundalik R. Mahale. Ramchandra A. Mahale. Laxman B. Mahale.	20
12/12 Part O:	Laxman Dharma Mahale. Jagannath Kusaji Mahale. Tukaram Mukund Mahale. Anant Rama Mahale.	200	12/26 Part O:	Raghuraj Vasudev Deshpabhu. T: Manohar Rama Mahale. C: Manohar Rama Mahale.	50
12/13 Part O:	Guno Arjun Mahale. Laxman Arjun Mahale. Keshav Arjun Mahale. Vishram Shankar Mahale.	75	12/27 Part O:	Jagannath Kusaji Mahale. Tukaram Mukund Mahale. Anant Rama Mahale. C: Bhagwan J. Mahale. Tukaram P. Mahale. Anant Rama Mahale.	20
12/14 Part O:	Rajendra Vasudev Deshprabhu. Raghuraj Vasudev Deshpabhu.	130	12/28 Part O:	Guno Arjun Mahale. Laxman Arjun Mahale. Keshav Arjun Mahale. Vishram Shankar Mahale. C: Rajaram Guno Mahale. Laxman K. Mahale. Keshav A. Mahale. Vishram S. Mahale.	20
12/15 Part O:	Pundalik Raghoba Mahale. Ramchandra Atmaram Mahale. Laxman Budhaji Mahale. Dattaram Budhaji Mahale.	25	12/29 Part O:	Purushottam Nhanu Mahale. Harichandra Krishna Mahale. Gangaram Pundalik Mahale. Suryakant Vithu Mahale. Vasu Narayan Mahale. Sabaji Sitaram Mahale. Govind Laxman Mahale. Pandurang Vishram Mahale. Subhadra Arjun Mahale. Krishna Shankar Mahale. C: as per S. No. 12/29	25
12/16 Part O:	Keshav Arjun Mahale. Vishram Shankar Mahale. Tukaram Mukund Mahale. Anant Rama Mahale. Jagannath Kusaji Mahale. Laxman Arjun Mahale. Guno Arjun Mahale.	15	24/12 Part O:	Raghuraj Vasudev Deshprabhu. Rajendra Vasudev Deshprabhu.	800

1	2	3	1	2	3
24/11 Part O:	Saulo Bapu Mahale. Yeso Chandro Mahale. Vaman Budhaji Mahale. Prabhakar Purushottam Mahale. Ganesh Tukaram Mahale. Kalu Nhanu Mahale. Apa Mahadev Mahale. Rama Krishna Mahale. Babji Jairam Mahale. Shiva Mahadeo Mahale. Satu Jagannath Mahale.	920	14/10 Part O:	Suryakant Vithu Mahale. Sabaji Sitaram Mahale. Purushottam Nhanu Mahale. Rama Krishna Mahale. Ramchandra Pundalik Mahale. Laxman Deu Mahale. Maso Balu Mahale. Tukaram Pundalik Mahale. Guno Sakharam Mahale. Krishna Hari Mahale. Shabi Krishna Mahale. Pandurang Laxman Mahale. Deu Vishram Mahale. Babli Phatu Mahale. Satyavati Phatu Mahale. Shankar Yeso Mahale. Apa Hiru Mahale. Laxman Krishna Mahale. Laxman Bhiva Mahale. Vithal Nakul Mahale. Vinayak Bablo Mahale. Vasu Bhiva Mahale. Kistu Rusai Rodrigues. Narayan Rama Mahale. Laxman Rauji Mahale.	130
24/10 Part O:	Pundalik Raghoba Mahale. Laxman Budhaji Mahale. Apa Kashiram Mahale. Ramchandra Atmaram Mahale. Dattaram Budhaji Mahale.	550	14/11 Part O:	Narayan Rama Mahale. Laxman Raugi Mahale. Kistu Rodrigues. Vasu Bhiva Mahale. Tukaram Pundalik Mahale. Vithal Nakul Mahale. Krishna Hari Mahale. Shankar Yeso Mahale. Adelin Cardos Fernandes. Apa Hiru Mahale. Satyavati Mukund Mahale. Guno Sakharam Mahale.	40
14/1 Part O:	Pundalik Raghoba Mahale.	50	T: of Sr. No. 22 Phatu Chandra Mahale.		
14/2 Part O:	Apa Kashiram Mahale. Martoji Arjun Rane.	30	14/12 O:	Pandurang Bhikaji Mahale. Guru Arjun Mahale. Tukaram Mukund Mahale. Jagannath Kusaji Mahale.	60
14/3 Part O:	Jagannath Kusaji Mahale. Tukaram Mukund Mahale. Anant Rama Mahale.	30	14/13 O:	Phatu Chandra Mahale. Satu Jagannath Mahale. Krishna Sagun Mahale. Vasu Pandu Mahale.	25
14/4 Part O:	Guno Arjun Mahale. Laxman Arjun Mahale. Keshav Arjun Mahale. Vishram Shankar Mahale.	30	14/14 O:	Vaman Bhudhaji Mahale.	30
14/5 Part O:	Rajendra Vasudev Deshprabhu. Raghuraj Vasudev Deshprabhu. T: Manohar Rama Mahale.	60	14/15 O:	Shiva Mahadev Mahale.	25
14/6 Part O:	Laxman Dharma Mahale. Jagannath Kusaji Mahale. Tukaram Mukund Mahale. Anant Rama Mahale.	30	14/16 O:	Laxman Bhiva Mahale.	25
14/7 Part O:	Guno Arjun Mahale. Laxman Arjun Mahale. Keshav Arjun Mahale. Vishram Shankar Mahale.	30	14/17 O:	Rama Krishna Mahale. Babji Jairam Mahale.	30
14/8 Part O:	Arjun Vasudev Mahale. Purushottam Nhanu Mahale. Harichandra Krishna Mahale. Gangaram Pundalik Mahale. Suryakant Vithu Mahale. Vasu Narayan Mahale. Sabaji Sitaram Mahale. Govind Laxman Mahale. Subhadra Arjun Mahale. Ramchandra Yeshwant Gawas. Balkrishna Ladkoba Deshprabhu. Anant Mahadev Mahale. T: of Sr. No. 11-Manohar Rama Mahale.	75	14/18 O:	Ramchandra Yeshwant Gawas. Balkrishna Ladkoba Deshprabhu. T: of Sr. No. 2 Manohar Rama Mahale.	30
14/9 Part O:	Govind Laxman Mahale. Vasu Narayan Mahale.	150			

1	2	3	1	2	3
14/19	O: Arjun Vasudev Mahale. Kalu Nhanu Mahale.	25		Krishna Sagun Mahale. Mohan Sada Mahale.	
14/20	O: Ganesh Tukaram Mahale.	25		Atmaram Narayan Mahale.	
14/21	O: Rajaram Baburao Parab. Mahadev Saju Mahale.	25	14/39	O: Pandurang Bhikaji Mahale. Bhisu Ragoba Mahale.	45
14/22	O: Guno Arjun Mahale. Laxman Arjun Mahale. Keshav Arjun Mahale. Vishram Shankar Mahale.	25		Vishram Shankar Mahale. Guno Arjun Mahale. Tukaram Mukund Mahale. Jagannath Kusaji Mahale. Anant Rama Mahale.	
14/23	O: Jagannath Kusaji Mahale. Tukaram Mukund Mahale. Anant Rama Mahale. Vishram Shankar Mahale. Guno Arjun Mahale.	35	14/40	O: Narayan Sadu Mahale. Ramchandra Pundalik Mahale. Martoji Ganesh Mahale. Anandi Aba Kubal. Atmaram Babaji Mahale. Sitaram Jiwaji Mahale. Arjun Vasudev Mahale. Narmada Yeso Mahale. Raghu Shankar Mahale. Laxman Krishna Mahale. Chandrakant Vishnu Mahale.	140
14/24	O: Pandu Vishram Mahale. Purushottam Nhanu Mahale. Harichandra Krishna Mahale. Gangaram Pundalik Mahale. Vishnu Narayan Mahale. Sabaji Sitaram Mahale. Govind Laxman Mahale. Arjun Vasudev Mahale. Ramchandra Yeshwant Gawas. Balkrishna Ladhkoba Deshprabhu. T: of Sr. No. 10, Manohar Rama Mahale.	150	14/59	O: Narayan Sadu Mahale. Atmaram Babaji Mahale. Jocky Simao Fernandes. Laxman Krishna Mahale. T: Phatu Chandro Mahale. Sitaram Jiwaji Mahale. Chandrakant Vishnu Mahale. Martoji Ganesh Mahale. Rama Pundalik Mahale.	325
14/25	O: Pundalik Raghoba Mahale.	90			
14/26	O: Apa Kashiram Mahale.	100			
14/27	O: Laxman Deu Mahale. Masu Balu Mahale. Tukaram Pundalik Mahale. Guno Sakhamahale. Krishna Hari Mahale. Laxman Bhiva Mahale. Laxman Krishna Mahale.	160	14/58 Part	O: Bhisu Ragoba Mahale. Pandurang Bhikaji Mahale. Laxman Aarjun Mahale. Tukaram Mukund Mahale. Jagannath Kusaji Mahale. Anant Rama Mahale.	175
14/28	O: Prabhakar Purushottam Mahale.	20	14/57 Part	O: Phatu Chandro Mahale. Satu Jagannath Mahale. Krishna Sagun Mahale. Sherke Babu Mahale. Vasu Pandu Mahale.	200
14/29	O: Shiva Mahadev Mahale.	25			
14/30	O: Laxman Bhiva Mahale.	25			
14/31	O: Babaji Jairam Mahale. Rama Krishna Mahale.	30	14/56 Part	O: Phatu Chandro Mahale.	30
14/32	O: Ramchandra Yeshwant Gawas.	30	15/0 Part	O: Adelin Cardoz. T: Soma Sakaram Mahale.	100
14/33	O: Balkrishna Ladhkoba Deshprabhu. T: Manohar Rama Mahale.	30	16/1 Part	O: Devastan Shri Dev Mauli. Gunaji Sakhamahale. Vahivatdar: Yeso Chandro Mahale. Suryakant Vithu Mahale. Narayan Sadu Mahale. Pundalik Raghoba Mahale. Shabi Babu Mahale.	650
14/34	O: Arjun Vasudev Mahale. 2/3 Taibai Nagesh Deshpabhu. 1/3 Arjun Vasudev Mahale. T: Arjun Vasudev Mahale.	35	16/3 Part	O: Shankar Yeso Mahale. Shantaram Shivram Mahale. Cistu Ruzai Rodrigues. Simao Fernandes.	15
14/35	O: Saulo Babu Mahale.	30			
14/36	O: Kalu Nhanu Mahale.	25			
14/37	O: Ganesh Tukaram Mahale. Apa Mahadev Mahale. Rajaram Baburao Parab.	30			
14/38	O: Sherake Babu Mahale.	45			

1	2	3	1	2	3
	Deu Vishram Mahale. Sada Sakho Mahale. Laxman Bhiva Mahale. Rama Krishna Mahale. Babaji Jairam Mahale. Shiva Mahadev Mahale. Yeshwant Chandro Mahale. Satu Jagannath Mahale. Vaman Budhaji Mahale. Prabhakar Purushottam Mahale. Balkrishna Ladkoba Deshprabhu. Raghunath Narayan Deshprabhu. T: of Sr. No. 15 and 16-Laxman Krishna Mahale.		16/7 Part O: Sabaji Sitaram Mahale. Vithu Mahadeo Mahale. Rajaram Laxman Mahale. Vasu Narayan Mahale. Purushottam Nhanu Mahale. Harichandra Krishna Mahale. Dattaram Bhikaji Mahale. Pandu Vishram Mahale. Arjun Shiva Mahale. Subhadhra Arjun Mahale. Govind Laxman Mahale.		35
16/4 Part O:	Kalu Nhanu Mahale. Saulo Bapu Mahale. Laxman Krishna Mahale. Tukaram Ganesh Mahale. Rajaram Baburao Mahale. Mahadeo Saju Mahale. Shamba Sadu Mahale. Balkrishna Ladkoba Deshprabhu. Raghunath Narayan Deshprabhu. T: of Sr. No. 8 and 9 - Laxman Krishna Mahale.	15	16/8 Part O: Balkrishna Ladkoba Deshprabhu. T: Laxman Krishna Mahale. 16/9 Part O: Martoji Arjun Rane. 16/10 Part O: Apa Kashiram Mahale. 16/11 Part O: Ramchandra Atmaram Mahale. Pundalik Raghoba Mahale. Laxman Budhaji Mahale. Dattaram Budhaji Mahale.		35 20 20 25
16/5 Part O:	Shridhar Babla Mahale. Bhisu Ragoba Mahale. Sadu Chandro Mahale. Tukaram Mukund Mahale. Pandurang Bhikaji Mahale. Laxman Arjun Mahale. Anant Rama Mahale. Jagannath Kusaji Mahale. Tukaram Vithu Mahale. Sonu Govind Mahale. Jagannath Satu Mahale. Yeshwant Chandro Mahale. Prabhakar Purushottam Mahale.	20	16/12 Part O: Deu Vishram Mahale. Satyawati Mukund Mahale. Babli Phatu Mahale. Masu Balu Mahale. Laxman Deu Mahale. Pandurang Laxman Mahale. Shantaram Shivram Mahale. Tukaram Pundalik Mahale. Guna Sakharam Mahale. Phatu Pundalik Mahale. Gopal Shiva Mahale. Krishna Hari Mahale. Kistu Ruzai Rodrigues. Simao Paulo Fernandes. Narayan Rama Mahale. Laxman Rauji Mahale. Laxman Bhiva Mahale. Apa Hiru Mahale. Shankar Yeso Mahale. Sada Sakho Mahale. Vasu Bhiva Mahale. Vithal Nakul Mahale. Vinay Bablo Mahale. Laxman Krishna Mahale.		80
16/6 Part O:	Narayan Sadu Mahale. Ramchandra Pundalik Mahale. Martoji Ganesh Mahale. Anandi Aba Mahale. Atmaram Babaji Mahale. Sitaram Jiwaji Mahale. Arjun Vasudeo Mahale. Raghu Shankar Mahale. Babaji Bhise Mahale. Chandrakant Vishnu Mahale. Narmada Yeso Mahale. Laxman Krishna Mahale.	20	16/13 Part O: Narayan Sadu Mahale. Arjun Vasudeo Mahale. Madhu Shankar Mahale. Ramchandra Pundalik Mahale. Martoji Ganesh Mahale. Anandi Aba Kubal. Atmaram Babaji Mahale. Narmada Yeso Mahale. Sitaram Jiwaji Mahale. Babaji Bhisu Mahale.		75

1	2	3	1	2	3
16/14	O: Chandrakant Vishnu Mahale. Laxman Krishna Mahale. Krishna Sagun Mahale. Mohan Sada Mahale. Soma Sakharam Mahale. Pandurang Bhikaji Mahale. Laxman Arjun Mahale. Jagannath Kusaji Mahale. Tukaram Mukund Mahale. Anant Rama Mahale. Bhisu Raghoba Mahale. Guno Arjun Mahale. Laxman Dharma Mahale.	90		Kusaji Mahale. Cul: Bhagawant Jagannath Mahale & Brothers.	
16/15Part	O: Jaiwant Jagannath Mahale. Shridhar Ganesh Mahale. Mohan Sada Mahale.	40		<i>Boundaries :</i> North: S. No. 19/1. South: Village Ugveem. East : S. No. 19/1. West : S. No. 19/1, 2. North: S. No. 2/1, 4/2, 3, 5, 11/1, 3, 2, 4, 5, 6, 12/9, 10, 11, 12, 13, 14, 15, 16, 19, 20, 23, 24, 25, 26, 27, 28, 29, 14/1 to 40, 59, 58, 57, 56, 55, 16/1 to 20, 18/1, 2, Village Mopa.	
16/16Part	O: Laxman Bhiva Mahale. Rama Krishna Mahale. Babaji Jairam Mahale.	40		South: S. No. 4/9, 5, 4, 11/9, 4, 5, 6, 7, 8, 24/12, 11, 10, 9, 14/9 to 40, 59, 58, 15, 16/1, 17, 16/19, 20, 18/1, 2.	
16/17Part	O: Kalu Nhanu Mahale. Mahadeo Saju Mahale. Ganesh Tukaram Mahale. Rajaram Baburao Mahale.	50		East : S. No. 18/2. West : S. No. 2/1, 2, 3.	
16/18Part	O: Raguraj Vasudeo Deshpabhu. Rajendra Vasudeo Deshpabhu. T: Saulo Bapu Mahale. Laxman Krishna Mahale.	60			
16/19Part	O: Laxman Bhiva Mahale.	60			
16/20Part	O: Balkrishna L. Deshpabhu. 2/3 Raghunath Narayan Deshpabhu. 2/3 T: Laxman Krishna Mahale.	325			
17/0 Part	O: Shri Dev Mauli. Jagannath Satu Mahale. Narayan Sadu Mahale. Vithu Mahadev Mahale. Rajaram Laxman Mahale. Pundalik Raghoba Mahale. Apa Kashiram Mahale. Shabi Bapu Mahale. Laxman Bhiva Mahale. Guno Sakharam Mahale. Maso Balu Mahale.	1700			
18/1 (P)	O: Pundalik Raghoba Mahale.	450			
18/2 (P)	O: Balkrishna L. Deshpabhu. Rajaram Narayan Deshpabhu. Geeta Raghunath Deshpabhu. Teja Vijaykumar Parab Sinkre. Bharati Shivanand Thali. Deepa Narayan Pai. Umesh Raghunath Deshpabhu. Anita Guruprasad Prabhu. Upendra Raghunath Deshpabhu. T: of Sr. No. 2, 3-Jagannath	3340			
			Total: 22,710		
			By order and in the name of the Governor of Goa.		
			D. M. Redkar, Under Secretary (Revenue-I). Porvorim, 17th July, 2009.		

			Notification		
			No. 23/20/2009-RD		
			Whereas it appears to the Government of Goa (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is needed for public purpose, viz. Land Acquisition for the const. of 650m ³ RCC OHR and 800m ³ RCC GLR at Mandopa, Navelim-Goa.		
			And whereas in the opinion of the Government the provisions of sub-section (1) of Section 17 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") are applicable.		
			Now, therefore, the Government hereby notifies under sub-section (1) of Section 4 of the said Act, that the said land is needed for the purpose specified above.		

The Government further directs under sub-section (4) of Section 17 of the said Act that the provisions of Section 5-A of the said Act shall not apply in respect of the said land.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this notification, will under clause (seventh) of Section 24 of the said Act be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part the fact will also be notified in the same manner.

4. The Government further appoints under clause (c) of Section 3 of the said Act, the Special Land Acquisition Officer S.I.P., Gogal Margao-Goa to perform the functions of a Collector, South Goa District, Margao-Goa under the said Act in respect of the said land.

5. The Government also authorizes under sub-section (2) of Section 4 of the said Act, the following Officers to do the acts, specified therein in respect of the said land.

1. The Collector, South Goa District, Margao-Goa.
2. The Special Land Acquisition Officer, S.I.P., Gogal, Margao-Goa.
3. The Executive Engineer, W.D. IX(PHE), PWD, Fatorda, Margao-Goa.
4. The Director of Settlement and Land Records, Panaji-Goa.

6. A rough plan of the said land is available for inspection in the Office of the Special Land Acquisition Officer, S.I.P., Gogal, Margao-Goa for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE

(Description of the said land)

Taluka: Salcete

Village: Nuvem

Survey No./ Sub-Div. No.	Names of the persons believed to be interested	Approx. area in sq. mts.
1	2	3
33/5 P	O: 1. Guilbert De Souza. 2. Salaulim Irrigation Project, Sanguem-Goa.	1185

Boundaries :

North: S. No. 33/Chalta No. 6.

South: S. No. 35.

East : S. No. 33/Chalta No. 5.

West : S. No. 34/Chalta No. 2.

Total: 1,185

By order and in the name of the Governor
of Goa.

D. M. Redkar, Under Secretary (Revenue-I).

Porvorim, 20th July, 2009.

Notification

No. 23/13/2008-RD

Whereas by Government Notification No. 23/13/2008-RD dated 24-09-2008 published on pages 787 of Series II No. 28 of the Official Gazette dated 10-10-2008 and in two newspapers (1) "Tarun Bharat" dated 28-09-2008 (2) "Gomantak Times" dated 28-09-2008 it was notified under Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act"), that the land, specified in the Schedule appended to the said Notification (hereinafter referred to as the said land), was needed for the public purpose, viz. Land Acquisition for the construction of road leading to new bridge at Paular on MDR-25 in Pale Constituency at Cundem in between Cudnem and Navelim Village in Bicholim Taluka.

And whereas, the Government of Goa (hereinafter referred to as "the Government") being of the opinion that the acquisition of the said land is urgently necessary, hereby applies the provisions of sub-section (1) of Section 17 of the said Act and directs that the Collector appointed under paragraph 2 below, shall, at any time, on the expiry of fifteen days from the date of the publication of

the notice relating to the said land under sub-section (1) of Section 9 of the said Act, take possession of the said land.

Now, therefore, the Government hereby declares, under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government also hereby appoints, under clause (c) of Section 3 of the said Act, the Dy. Collector/SDO & LAO, Bicholim-Goa to perform the functions of the Collector, for all proceedings hereinafter to be taken in respect of the said land and directs him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the said Dy. Collector/SDO & LAO, Bicholim-Goa till the award is made under Section 11.

SCHEDULE

(Description of the said land)

Taluka: Bicholim Village: Navelim/Cudnem

Sy. No./ Sub-Div. No.	Names of the persons believed to be interested	Area in sq. mts.
1	2	3

Navelim

35/2 Part	O:1. Shrimati Kalyan Vishnu Bhagat. O.R.: Jairam Savlo Bhagat.	2355
35/3 Part	O. 1. Dinkar Vasant Budakule. 2. Bhiku Narayan Budakule. 3. Monohar Narayan Budakule. 4. Shamba Narayan Budakule. O.R.: Vasudeo Ladu Gad.	1584

Cudnem

190/1 Part	O: Nizam Alli Shamsudin Ladj.	320
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1	2	3
190/22 Part	O: Gopi Ladu Malik.	90
190/24 Part	O:1. Kuso Mukund Naik. 2. Rukaminibai Pandurang Naik. 3. Abu Rama Naik. 4. Anant Mukund Naik.	32
190/21 Part	O: Gopi Ladu Malik.	247
190/20 Part	O:1. Pandurang Dajisaheb Prabhu Dessai. 2. Bhimrao Dajisaheb Prabhu Dessai. 3. Narayan Dajisaheb Prabhu Dessai. T: Vinayak Gopi Malik.	282
190/19 Part	O:1. Kuso Mukund Naik. 2. Rukminibai Pandurang Naik. 3. Abu Rama Naik. 4. Anant Mukund Naik.	112

*Boundaries :**Navelim*

North: River.

South: Road.

East : S. No. 35/2, 3.

West : Road.

Cudnem

North: S. No. 190/1.

South: Village Navelim.

East : S. No. 190/1, 22, 24, 21, 20, 19

West : Road.

Total: 5022

By order and in the name of the Governor of Goa.

D. M. Redkar, Under Secretary (Revenue-I).
Porvorim, 20th July, 2009.